

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM631585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ORION HEALTH INC.		03/12/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF NEW ZEALAND		
<b>Street Address:</b>	80 Queen Street, Level 4		
<b>City:</b>	Auckland		
<b>State/Country:</b>	NEW ZEALAND		
<b>Postal Code:</b>	1010		
<b>Entity Type:</b>	Bank: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5830817	AMADEUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1339978 TM		
<b>NAME OF SUBMITTER:</b>	Jonathan Larson		
<b>SIGNATURE:</b>	/Jonathan Larson/		
<b>DATE SIGNED:</b>	03/12/2021		
<b>Total Attachments: 8</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the **Intellectual Property Security Agreement**) dated March 12, 2021, is made by and between ORION HEALTH INC., a Delaware corporation, as Security Provider (the **Security Provider**) and Bank of New Zealand, as secured party (the **Secured Party**).

WHEREAS, the Security Provider has entered into that certain (1) Cross-Guarantee and Common Terms Agreement dated March 12, 2021, by and among, Bank of New Zealand and the guarantors from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the **Cross-Guarantee**), and (2) Security Agreement dated March 12, 2021, by and among Bank of New Zealand and the security providers from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the **Security Agreement**).

WHEREAS, under the terms of the Security Agreement, the Security Provider has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Security Provider, and has agreed to execute and deliver this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein but not otherwise defined herein have the meanings given to such terms in the Security Agreement; capitalized terms used herein but not otherwise defined herein or in the Security Agreement have the meanings given to such terms in the Cross Guarantee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Security Provider hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of such Security Provider in, to, and under the following (the **IP Collateral**):
  - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the **Patents**), and all related Patent Rights;
  - (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the **Trademarks**), and all related Trademark Rights, in each case excluding only Intent-to-Use Trademarks; and
  - (c) the copyright applications and copyright registrations set forth in Schedule 3 hereto, and all extensions and renewals thereof (the **Copyrights**), and all related Copyright Rights.
2. Recordation. The Security Provider authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other appropriate U.S. government officials to record and register this Intellectual Property Security Agreement upon request by the Secured Party.
3. Transaction Documents. This Intellectual Property Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security

Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Security Agreement, the Transaction Documents and such other related documents, and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.
5. Successors and Assigns. This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Governing Law. This Intellectual Property Security Agreement, the relationship between the Security Provider and the Secured Party and any claim or dispute (whether sounding in contract, tort, statute or otherwise) relating to this Intellectual Property Security Agreement or that relationship shall be governed by and construed in accordance with law of the State of New York including section 5-1401 of the New York General Obligations Law but excluding any other conflict of law rules that would lead to the application of the law of another jurisdiction.

[Remainder of page left blank intentionally; signatures follow]

IN WITNESS WHEREOF, the Security Provider has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the date hereof.

ORION HEALTH INC.,

AS SECURITY PROVIDER

By: \_\_\_\_\_  
Name: Jan Richard McCree  
Title: President.

Acknowledged and agreed:

BANK OF NEW ZEALAND  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007219 FRAME: 0794**

IN WITNESS WHEREOF, the Security Provider has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_\_ day of March, 2021.

ORION HEALTH INC.,

as Security Provider

By: \_\_\_\_\_

Name:

Title:

Acknowledged and agreed:

BANK OF NEW ZEALAND  
as Secured Party

By: \_\_\_\_\_

Name: JOSEPH DUFFIN

Title: SENIOR PARTNER



GARY JOLLY  
CORPORATE PARTNER

*[Signature Page to Intellectual Property Agreement]*



CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY

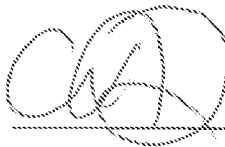
We, Guy Jolly, CORPORATE PARTNER

And Sarah Duffin, SENIOR PARTNER

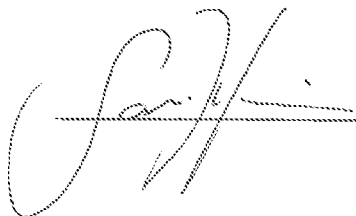
both of Auckland, New Zealand, Bank Officers, certify:

1. That by deed dated 8 May 2015 (as amended), Bank of New Zealand, of Level 4, 80 Queen Street, Auckland New Zealand, appointed us its attorneys.
2. A copy of the Deed is deposited with Land Information New Zealand under number PA 10097085.1.
3. That we have not received notice of any event revoking the power of attorney.

SIGNED at Auckland this 9<sup>th</sup> day of MARCH 20 21

  
Guy Jolly

SIGNED at Auckland this 9<sup>th</sup> day of March 20 21

  
SARAH DUFFIN

**SCHEDULES TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**SCHEDULE 1**

**PATENTS**

**Patents**

None.

**Patent Applications**

None.



**SCHEDULE 2**  
**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Registered Owner</b>
AMADEUS	U.S.	5830817	8/13/19	Security Provider

**Trademark Applications**

None.

**SCHEDULE 3**  
**COPYRIGHTS**

**Copyright Registrations**

None.

**Copyright Applications**

None.